



# Berkshire Bank Personal and Small Business Online Banking Disclosure

## Introduction

Berkshire Bank ("the bank") is pleased to offer its customer ("you") the convenience of 24-hour banking through Berkshire Bank Personal and Small Business Online Banking. When you log in to Berkshire Bank Personal and Small Business Online Banking, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by these terms. Please read this agreement and disclosure statement carefully because it tells you about your rights and responsibilities for EFT transactions processed using Berkshire Bank Personal and Small Business Online Banking. You should keep this agreement and disclosure statement for future reference.

These agreements may be amended from time to time and notice of such change will be provided to you by us as may be required by applicable law.

## Electronic Disclosures

You consent to receive all disclosures relating to your account electronically either by e-mail or by notification that disclosures are available on Berkshire Bank's website. Agreeing to accept disclosures electronically means that once the Bank presents them to you, and if necessary, you click to accept them, they will apply to you and your accounts.

You have the right to withdraw consent to have disclosures provided electronically. If you choose to discontinue receiving disclosures electronically or you wish to receive a paper copy, you may do so by sending an e-mail from Berkshire Bank's website or by calling 1-800-773-5601. There are no fees for obtaining paper copies of our disclosures.

## Equipment Requirements

To receive disclosures electronically you must have Adobe Reader Version 8.0 or higher.

## Security

We are committed to protecting your personal and financial information. Our Electronic Banking system utilizes Secure Sockets Layer (SSL) technology to support the secure transmission of personal and account information over the internet. SSL technology encodes information that is sent over the internet between your computer and Berkshire Bank. The use of SSL technology and 128 bit encryption help ensure that your personal information remains confidential. In addition to SSL technology, we have implemented the following security procedures:

- The service will automatically log off if prolonged periods of inactivity occurs
- Your account will be locked after three consecutive invalid password attempts
- Account alerts and Service alerts to notify you of activity on your account
- If you log in from an unregistered computer, you will be prompted with out of band authentication using SMS messaging or a telephone call to an existing telephone number already on record with Berkshire Bank.
- Out of Band Authentication - for external transfers you will be required to enter a one-time passcode that will be delivered to you via phone call or text to the phone number we have on file.
- Your user ID and password are maintained in encrypted data tables

The use of SSL requires that you access our Electronic Banking system with an SSL-compatible browser. A listing of SSL capable web browsers is below:

Operating System	Microsoft Internet Explorer	Apple Safari <sup>®</sup>	Mozilla Firefox <sup>™</sup>	Google Chrome <sup>™</sup>
Windows 7	11.0	N/A	42.0	47.0
Windows 8.1	11.0	N/A	42.0	47.0
Windows 10	11.0, Edge	N/A		47.0
Mac OS X 10.10 (Mavericks <sup>™</sup> )	N/A	9.0	42.0	N/A
Mac OS X 10.11 (El Capitan <sup>™</sup> )	N/A	9.0	42.0	N/A
iPad <sup>®</sup>	N/A	7.1	N/A	N/A
iPad <sup>®</sup> mini	N/A	7.1	N/A	N/A

**Note:** Cookies and JavaScript must be enabled.

**Passwords:** Your online account information is available to you with the use of a user ID and a password (log on credentials) of your choice. You can safeguard your account information by protecting your credentials. Keep your credentials confidential and do not provide them to anyone else. If you give your log on credentials to anyone, you may be responsible for any loss that stems from that disclosure. You may change your log on credentials at any time. We recommend you change your credentials at least once every 90 days. Your credentials should not be an easily guessed word or names. They must contain a combination of letters and numbers and are case sensitive. We recommend using a combination of upper and lower case letters interspersed with numbers.

**Fraud Protection:** Trusteer Rapport is lightweight security software that protects your bank account from fraudulent transactions. It secures your communication with our online banking website and blocks malicious attempts to access or steal information or money from your account. Free download will be offered when you register for online banking. Trusteer Rapport is highly recommended by Berkshire Bank as an additional layer of security to any anti-virus or security software you already use. It works by protecting your internet connection and creating a tunnel for safe communication with Berkshire Bank's online banking.

**Virus Protection:** You agree that we are not responsible for any electronic virus that you may encounter using Berkshire Bank Personal and Small Business Online Banking. We encourage you to routinely scan your computer and media using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

### **Customer Service Information**

For questions concerning your account or service, contact:

BERKSHIRE BANK  
ATTN: CALL CENTER  
P.O. Box 1308  
Pittsfield, MA 01202-1308  
E-mail: [websupport@berkshirebank.com](mailto:websupport@berkshirebank.com)  
Business Hours: Monday through Friday 8:00AM - 5:30 PM EST  
Saturday 8:30AM-1:00PM EST  
Excluding Federal Holidays  
Phone: 1-800-773-5601

### **ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT**

The purpose of this disclosure is to inform you of your rights under the Electronic Fund Transfer Act. The Electronic Fund Transfers we are capable of handling are indicated below. Additional services may be provided in the future as they are developed. Please read this Disclosure Statement carefully and keep it for future reference.

### **PERMISSIBLE ACTIVITIES FOR BANK ACCOUNTS**

You may perform the following activities with Berkshire Bank Personal and Small Business Online Banking:

**Account Inquiry:** You may get Account information (such as balances) and view up to 3 months of transactions for your eligible accounts.

**Review statements:** You may view statement activity for your eligible accounts.

**Review Cleared checks:** You may view and print both the front and back of available digital images of checks that have been paid on your Deposit Accounts.

**Self-Initiated Services:** You may initiate services such as stop payments or statement or check copies through Berkshire Bank Personal and Small Business Online Banking.

**Funds Transfer:** You may transfer funds between your eligible deposit accounts at Berkshire Bank.

**External Funds Transfer:** You may transfer to or from checking and savings accounts you own at other financial institutions in accordance with our External Funds Transfer Agreement.

**Loan Payments:** You may make payments to your eligible loan accounts.

**Bill Payments:** You may make payments or pay various third parties from your Payment Account(s). You must have a Checking account to use the Bill Payment Service. Your ability to make certain payments or pay certain third parties may be prohibited as described in this Agreement.

### **LIMITATIONS ON FREQUENCY OF TRANSFERS**

Transfers from a money market or statement savings account to another account or to third parties by preauthorized, automatic, online banking, telephone transfer, check, draft, or similar order to third parties are limited to six per monthly statement period.

### **BUSINESS DAY**

Every day is a business day except Saturdays, Sundays, and Federal holidays. If you initiate a transfer before 7:00 P.M. on a business day the bank is open using our online banking product, we will consider that day to be the day of your transfer. However, if you make a transfer after the cut off time or on a day we are not open, we will consider that the transfer was made on the next business day we are open.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your electronic transfers, Call us at **1-800-773-5601** during our business hours Monday through Friday 8:00 AM–5:30 PM EST, Saturday 8:30 AM–1:00 PM EST, write us at

**BERKSHIRE BANK  
ATTN: Electronic Banking  
P.O. BOX 1308  
PITTSFIELD, MA 01202-1308**

or e-mail us at **websupport@berkshirebank.com** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

**Consumer Accounts Only** - We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS for Consumer Accounts**

If you tell us within two (2) business days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If there is a delay in you notifying us due to extenuating circumstances, we may extend the times specified above to a reasonable period.

## **STOP PAYMENTS**

**Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may require you to present your request in writing within fourteen (14) days after your call.

The fee for stop payments can be found in our Common Features Fee Schedule.

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

## **ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW**

- (1) Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- (2) The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in the agreement, effectively eliminate your ability to stop payment of the transfer.

**Unless otherwise provided in this agreement, you (the consumer) may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**

## **NOTICE OF VARYING AMOUNTS**

If these regular payments may vary in amount, [we] [the person you are going to pay] will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

## **DOCUMENTATION**

You will get a periodic statement from us for checking, money market and statement savings accounts.

## **FINANCIAL INSTITUTION LIABILITY**

We will use our best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. If you have an overdraft line and the transfer would go over the credit limit;
4. If the funds are subject to legal process or other encumbrance restricting such transfer;
5. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
6. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

## **TERMS AND CONDITIONS OF BILL PAYMENT SERVICES**

### Definitions

"Service" means the Bill Payment Service offered by Berkshire Bank Personal and Small Business Online Banking, through FIS Global.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Business Day" is every Monday through Friday, excluding Federal holidays.

"Deliver by Date" is the day you want your Payee to receive your bill payment and may also be the day your Payment Account will be debited, unless the Deliver by Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. Check payments may clear your account up to 4 business days before the deliver-by date; your account must be adequately funded at that time.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

## **PAYMENT SCHEDULING**

Transactions begin processing five (5) Business Days prior to your Deliver by Date. Therefore, dependent upon the payment transaction type, the application will select an earliest Scheduled Payment Date up to five (5) Business Days from the current date. When scheduling payments you must select a Deliver by Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver by Date that is at least one (1) Business Day before the actual Due Date. Deliver by Dates should be prior to any late date or grace period.

## **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so.

## **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the Service.

## **EXCEPTION PAYMENTS**

Tax payments and Court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Service.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

**Information provided to the Payee** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

**Activation** - Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

**Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

**Bill Payment Limits:**

Daily limit: \$20,000.00

Transaction limit: \$9,999.99

Expedited Bill Payment Fees:

<b>Electronic payment</b>	<b>\$4.95</b>
<b>Overnight Check</b>	<b>\$24.95</b>

We reserve the right to charge additional fees at a later time and will notify you if we do so as required by law.

EXCLUSIONS OF WARRANTIES THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (800) 220-6956 during customer service hours.

**FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

Call us at **1-800-773-5601** during our business hours Monday through Friday 8:00 AM–5:30 PM EST, Saturday 8:30 AM–1:00 PM EST, write us at

**BERKSHIRE BANK  
ATTN: Electronic Banking  
P.O. BOX 1308  
PITTSFIELD, MA 01202-1308**

or e-mail us at [websupport@berkshirebank.com](mailto:websupport@berkshirebank.com)

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. **If your account was added online, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account.** Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

(1) Prohibition of compulsory use. No person may:

- Require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
- Require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of government benefit, or
- Require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

(2) Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.

(3) Refunds. It is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.

(4) Suspension of obligations. If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

(5) Prohibited means of identification. Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.

(6) Criminal liability. Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

## EXTERNAL FUNDS TRANSFER AGREEMENT

### Transfers Outside the Bank to/from Accounts You Own

Within Online Banking you may sign up for the option of transferring funds between your linked deposit accounts with the bank and certain deposit accounts at other financial institutions (International Transfers are not supported). You will need to set up and verify each of your non-Berkshire Bank accounts that you wish to use for these transfers. You agree that you will only attempt to set up and verify accounts for which you have the authority to transfer funds.

**External transfers are processed after 7:00PM EST on the date they are scheduled. Sufficient funds need to be available at that time. If you transfer funds into the account you have with us, the funds are credited to your account on the next business day but may not be available for use until we receive the funds from the other financial organization. This may take up to two business days, five business days for accounts less than 30 days old.**

- Transfers outside the Bank can be initiated on either a 1-time or a recurring basis. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from an account you own at another financial institution to your Berkshire Bank checking account that occurs every 2 weeks. All scheduled transfers will occur with Standard delivery.
- One-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the next business day.
- Future-dated and recurring transfers can be canceled prior to 7:00pm ET on the business day prior to the date the transfer is

scheduled to be made. However, if the transfer's status is In Process or Processed, you can no longer cancel it.

**Transfer Outside the Bank to accounts you own are subject to the following fees:**

- Incoming Transfers – no fee
- Outgoing Transfers - \$3.00

We reserve the right to charge additional fees at a later time and will notify you if we do so as required by law.

**Transfer Outside the Bank are subject to the following limits:**

- Incoming/Outgoing transfers per business day - \$2,000.00
- Incoming/Outgoing transfers per Month - \$5,000.00

**Limits to Number of Transfers:**

- Incoming/Outgoing Transfers per Day – 2
- Incoming/Outgoing Transfers per Month - 5

The above limits apply to the total of all Transfers Outside the Bank for all accounts. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. **Transfers Outside the Bank are available to all customers, but you agree we may cancel, without prior notice, upon the occurrence of a "Disqualifying Event," as defined below.**

**We may change your dollar limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits stated above without prior notice upon occurrence of a Disqualifying Event.**

**Each of the following is a "Disqualifying Event":**

**You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Berkshire Bank account during the current or 3 prior calendar months.**

**Any of your accounts with Berkshire Bank are not current or are not in good standing.**

You shall be solely responsible for the accuracy and completeness of Transfer Instructions transmitted to Berkshire Bank. Berkshire Bank shall not be responsible for any errors in the Instructions or requests for cancellation or amendment of Instructions transmitted to Berkshire Bank by you, and your sole recourse for erroneous or unauthorized Entries or Instructions received by Berkshire Bank from a third-party processor acting on behalf of you is against such third-party processor and not against Berkshire Bank.

Settlement for Entries will occur as provided in the Rules, except that Berkshire Bank may, upon notice, require Settlement prior to processing. Payment of a Credit Entry by the Receiving Depository Financial Institution to the Receiver shall be provisional until receipt by the Receiving Depository Financial Institution of final Settlement for such Entry. You acknowledge that, if such final Settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.

If an Entry describes the Receiver inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named Receiver. In addition, if an Entry describes the Receiving Depository Financial Institution inconsistently by name and identification number or routing number, payment may be made on the basis of the identification number or routing number even if it identifies a financial institution other than the named Receiving Depository Financial Institution.

If you transmit an Entry that instructs Berkshire Bank to debit or credit an account at a financial institution that does not participate in an ACH association, Berkshire Bank may reject such Entry and use reasonable efforts to notify you of such rejection.

You agree to maintain sufficient collected balances in your Account to cover your transfer obligations for all Entries transmitted to Berkshire Bank. You authorize Berkshire Bank to obtain payment of any amount due Berkshire Bank with respect to any of the Entries by debiting, without prior notice or demand, the Account or any other account maintained by you at Berkshire Bank or, to the extent permitted by applicable law, any of its affiliate banks. Entries requiring payments in excess of the collected balances available in the Account may be returned unprocessed by Berkshire Bank, provided that Berkshire Bank may, in its discretion, debit other accounts maintained by you at Berkshire Bank in order to complete the Entry. You shall fund the Account with collected funds on or prior to any applicable Settlement Date, or, if so notified by Berkshire Bank, on or prior to the date any Entries are to be processed. In the event that there are not sufficient collected funds in the Account to cover all Entries transmitted to Berkshire Bank by you, such Entries will be completed in the order determined by Berkshire Bank. If you fail to fund the Account as required, then Berkshire Bank may refuse to provide Transfers Outside the Bank Services to you.

**ADDITIONAL INFORMATION**

Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of the transfer and will constitute prima facie proof that the transfer was made. The initiation by you of certain electronic fund transfers from

your Account will effectively eliminate your ability to stop payment of the transfer. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT

### **Berkshire People Pay Service Agreement and Disclosure**

This Disclosure and Consent ("Service Agreement and Disclosure") applies to the Berkshire People Pay service through Berkshire Bank's Online Banking or a Mobile Banking device related to the active deposit Account(s) for which you have with us. You authorize Berkshire Bank to post transactions generated by Berkshire People Pay through your Berkshire Bank Account to another individual's Account or to PayPal<sup>™</sup> for payment to another individual. Berkshire People Pay payments can be made to consumers residing anywhere within the United States, its territories (American Samoa, Virgin Islands, Northern Mariana Islands, Guam, Puerto Rico, and the District of Columbia), and military installations. All payments made to another person through Berkshire People Pay are subject to the terms and conditions within this agreement and all other agreements connected with your Accounts. This Berkshire People Pay Agreement includes applicable fees, disclaimers of liability, and other information that pertains to the users of this service. Berkshire Bank reserves the right to modify, change, or amend any of the Berkshire People Pay services, and/or the terms of this Agreement or any other agreement you have with us, at any time, for any reason, and without notice, unless otherwise required by law.

In addition, you understand that you may receive funds through the Berkshire People Pay service from a payment generated by another individual. You hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other account agreements between you and Berkshire Bank.

### **Please read this agreement carefully**

Before we offer Berkshire People Pay service to you, it is important that you understand your rights and responsibilities. Please read the following and affirm your consent to utilize the service. The words "we", "our" and "us" refer to Berkshire Bank with whom you are transacting business for such Accounts and the words "you" and "your" mean you, the individual(s) identified on the Accounts. "Receiver" is an individual entity that is sent a payment instruction through the Berkshire People Pay service. "Sender" is a person that sends a payment instruction through the Berkshire People Pay Service.

Berkshire Bank relies upon the information you provide when originating a payment on your behalf. Any errors, including incorrect or inconsistent Recipient names, email addresses, mobile phone numbers, Account numbers or payment amounts are your responsibility. Failure to provide correct information may result in unrecoverable loss of funds. You understand and agree that Berkshire Bank has no responsibility to investigate these discrepancies. You further understand that financial institutions holding Recipient Accounts are not responsible for investigating discrepancies between names and numbers.

You must provide a current and valid email address and agree to provide the Bank with any updated information needed in order for us to contact you regarding Berkshire People Pay service. To provide us with any changes to your contact information, log into your Online Banking account and update your information under the Customer Service tab.

### **Payment Processing**

Berkshire Bank's payment processing uses Real Time Debit (RTD) at the time the payment is initiated using the available balance in your account. When you initiate a deposit to a bank Account from your eligible Berkshire Bank Account using Berkshire People Pay, the processing of the payment will begin and may be debited from your Account immediately and will be credited 1-3 business days to the receiving Account. You agree that you will have sufficient available funds in the designated deposit Account to cover all outbound transactions including fee(s), on the date scheduled. When choosing to send to an email or mobile phone number, the transaction will be funded via RTD at the time the payment is claimed by the Recipient and dependent on whether information requested from the Recipient has been provided. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through Berkshire People Pay.

### **Cut-off Time**

Depending on the type of payment method selected, payments conducted through Berkshire People Pay may be completed in real time (i.e. instantaneously) or there may be a slight delay in the processing of a debit and/or credit to a particular Account.

## Berkshire People Pay Options and Limitations

There are transaction limits for payments to another person through the Berkshire People Pay service. The limits are determined by your selected payment method as provided in the following tables:

Payment / Limit Options	Transaction Limit	Daily Limit	Fee
<p><b>Option 1: Direct Deposit Payment</b></p> <ul style="list-style-type: none"> <li>• Sender needs the following information: Recipient's Name, Email or Mobile number, Routing number and Account number.</li> <li>• Payments are sent and received in 1-3 business days (depending on receiving financial institution).</li> <li>• Debit is a Real Time Debit for the payment at the time the payment is scheduled.</li> <li>• Payment cannot be cancelled once confirmed by the sender.</li> </ul>	\$250	\$500	\$3
<p><b>Option 2: PayPal<sup>™</sup> Payment</b></p> <p>Send Payment Options: Email or Mobile number</p> <ul style="list-style-type: none"> <li>• Send to a Recipient's PayPal Account; Sender needs the following information: Recipient's Email or Mobile number.</li> <li>• Payments are sent instantly.</li> <li>• Debit is a Real Time Debit for the payment at the time the payment is scheduled.</li> <li>• Payment cannot be cancelled once confirmed by the sender.</li> </ul>	\$250	\$500	\$.50
<p><b>Option 3: Email or Mobile number</b></p> <p>Payment Types: Direct Deposit or PayPal<sup>™</sup> Payment Notice Options: Email or Mobile number</p> <ul style="list-style-type: none"> <li>• Allows the Recipient to decide how to receive the money. An email or text message with instructions detailing how the Recipient can get the money is sent from the Bank to the Recipient email address or mobile phone.</li> <li>• Payment may be cancelled by the Sender while it is in an unclaimed status. It cannot be cancelled if the payment has been claimed, declined, or expired.</li> <li>• Debit is a Real Time Debit for the payment at the time the <u>payment is claimed</u> by the Recipient.</li> </ul> <p>*NOTES:</p> <ul style="list-style-type: none"> <li>• Fee is paid by SENDER (i.e. not Recipient)</li> <li>• Single Fee is for Direct Deposit and PayPal<sup>™</sup></li> </ul>	\$250	\$500	Email or Mobile number Single Fee*: \$.50  *See Notes
<p><b>Option 4: Send an eGift card to another individual</b></p> <p>Payment Notice Options: Email or Mobile number</p> <ul style="list-style-type: none"> <li>• Recipient must claim the eGift card using the Email or mobile number and a generated claim code for that gift card.</li> <li>• Unique code is provided to Recipient for each eGift card.</li> <li>• An unclaimed eGift card may be cancelled by the Sender.</li> <li>• Transaction request expires after 10 days if the Recipient doesn't claim the eGift card.</li> <li>• Funds do not leave the Sender's account until the Recipient takes action to claim the eGift card; in the event the Recipient does not claim the eGift card or if the Recipient declines the payment, those funds will have never left the Sender's account.</li> <li>• There are no time restrictions tied to using the eGift card.</li> </ul>	\$250	\$500	\$0

## Incoming Payments

The Berkshire People Pay service uses email and mobile number confirmation for incoming payments. When you click 'Confirm' a confirmation code will be sent to your email address or mobile number and will be prompted to enter the code within the product to complete confirmation. The confirmation code expires in one hour. When confirmation is completed, the email address or mobile number is entered into the People Pay registry.

Berkshire People Pay utilizes alert messages that are sent to all Senders and Receivers of payments. See the following chart for alert messages for the following reasons:

<b>Payment received</b>	This alert is sent to registered and unknown Recipients informing them that someone on the People Pay product has sent them money. The alert will provide instructions on how to claim the money.
<b>Payment declined</b>	This alert is sent to a Sender informing them that a payment has been declined.
<b>Payment expired</b>	This alert is sent to both Senders and Recipients informing them that a payment has expired.
<b>Payment sent</b>	This alert is sent to Senders when a payment has been scheduled on their People Pay Account. It is a confirmation as well as risk mitigation for Account takeover scenarios.
<b>Payment failed</b>	This alert is sent to Senders informing them of payment that failed to process due to NSF or other failed validation scenarios.
<b>Enrollment confirmation</b>	This alert is sent to Senders and registered Recipients as confirmation of their acceptance to use the People Pay product. Needed for handset and email verification.
<b>Payment claimed/accepted</b>	This alert is sent to Senders informing them that the Recipient has accepted their payment and that their bank Account will be debited for the amount of the payment.
<b>Payment cancelled(2)</b>	This alert is sent to Recipients informing them that the Sender has cancelled a payment before they accepted it.
<b>Unclaimed payment reminder</b>	This alert is sent to Sender and Recipient informing them that they have yet to claim a payment that is about to expire. <ul style="list-style-type: none"> <li>• First reminder alert: Three calendar days after transaction was initiated when the payment has not been claimed.</li> <li>• Second reminder alert: Three calendar days prior to expiration when the payment has not been claimed.</li> </ul>
<b>Profile changed</b>	This alert is sent to registered Recipients informing them of changes made to their People Pay profile. It is a confirmation as well as risk mitigation for Account takeover scenarios.
<b>Contact added</b>	This alert is sent to Senders when a contact is added to their list. It is a confirmation as well as risk mitigation for Account takeover scenarios.
<b>Contact edited</b>	This alert is sent to Senders when an existing payee in their list is edited. It is a confirmation as well as risk mitigation for Account takeover scenarios.
<b>Contacts imported</b>	This alert is sent to Senders when contacts are imported (e.g. from Facebook, LinkedIn, etc.) as a big batch. It is a confirmation as well as risk mitigation for Account takeover scenarios.
<b>Payment Received – Recipient Chooses – Unknown Recipient [170]</b>	This alert message is sent when the Sender decides to allow the Recipient to choose how they want to receive the funds. In addition the Recipient is not a known Recipient in which they do not have an email address or mobile number within People Pay that has been confirmed, or they are not enrolled in People Pay.
<b>Payment Received – Recipient Chooses – Known Recipient [171]</b>	This alert message is sent when the Sender decides to allow the Recipient to choose how they want to receive the funds. In this case the Recipient is enrolled in People Pay and the email address or mobile number used has been confirmed.
<b>Payment Received – Sender Chooses – Unknown Recipient [172]</b>	This alert message is sent when the Sender decides on how the funds should be sent to the Recipient. In addition the Recipient is not a known Recipient in which they do not have an email address or mobile number within People Pay that has been confirmed, or they are not enrolled in People Pay.
<b>Payment Received – Sender Chooses – Known Recipient [173]</b>	This alert message is sent when the Sender decides on how the funds should be sent to the Recipient. In this case the Recipient is enrolled in People Pay and the email address or mobile number used has been confirmed.
<b>Payment Declined [174]</b>	This alert message is sent to the Sender when the Recipient declines the payment.
<b>Payment Expired – Sender [175]</b>	This alert message is sent when the payment has not been claimed.
<b>Payment Expired – Unknown Recipient [177]</b>	This alert message is sent when the payment has not been claimed. In addition the Recipient is not a known Recipient in which they do not have an email address or mobile number within People Pay that has been confirmed, or they are not enrolled in People Pay.

### **Scheduling Payment**

Payments sent to an email address or mobile phone number require that the Recipient claim the funds within 10 calendar days. The Recipient is directed to the Berkshire People Pay site in order to claim their funds and may choose how to receive the funds. They can either have the payment sent to their PayPal Account or their bank Account. Payments sent to a PayPal Account require that the Recipient login to their PayPal Account to claim the funds. Payments sent to a bank Account require knowledge of the Recipient's bank routing number and Account number.

### **Cancellation of Payment**

A payment request that has been initiated through PayPal™ or Recipient Chooses (Option 3: Email or Mobile Number) may not be cancelled unless the Recipient has not yet claimed the payment. A payment request that has been initiated using Direct Deposit may not be cancelled. Inquiries on cancellations must be directed to the Bank at 1-800-773-5601.

### **Stopping a Payment**

**ONCE AN ELECTRONIC PAYMENT HAS BEEN INITIATED, IT CANNOT BE STOPPED.**

### **Expired Payment**

Payments conducted through PayPal™ are processed in real time and will either succeed or fail immediately. If the Recipient does not have or wish to open a PayPal™ Account, the PayPal™ payment will expire in 30 calendar days. The debited amount will be returned to your account 5 calendar days after the payment expires. Payments conducted through Recipient Chooses (Option 3: Email or Mobile Number) will expire in 10 calendar days if not claimed.

### **Rejection of Payment**

Payments to another person may not be completed for various reasons. For example, if information provided for the Recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your Account. Similarly, if you have insufficient funds in your Account(s) or the payment is otherwise prohibited by the terms of this Agreement, the payment may not be completed. If there are insufficient funds to cover the payment at the time the Receiver attempts to claim the payment, they will receive an error message indicating that the payment cannot be claimed and the Sender should be contacted.

### **Insufficient Funds**

If an Account does not have sufficient available funds on the scheduled transfer date, the transfer will not be made. If we do elect to initiate the transfer, it may cause an overdraft in your Account in which case you shall be liable for the overdraft item including any overdraft and related fees as disclosed in your Deposit Agreement. In addition, a Continuous OD (Overdraft) Fee of \$35.00 will be imposed every five (5) business days until you bring your account positive. This fee is applied to your account when it has been overdrawn for five (5) or more consecutive business days. A maximum of five (5) charges or \$175 will be charged for each time period your account remains in a negative status. Other fees can lead to a negative balance, which can lead to additional fees. This fee is in addition to Overdraft Item and NSF Return Item fees that may apply to your account for each overdraft or returned item. You can avoid this fee by promptly covering your overdraft – deposit or transfer enough available funds to cover your overdraft, plus any fees we assessed, within the first 5 consecutive business days that your account is overdrawn. We may report information about your Account to credit bureaus.

### **Statements**

All of your payments made through the Berkshire People Pay service will appear on your periodic Account statement(s). The transaction type, Recipient's name, payment amount, and the transmission date will be reflected for each payment made through the Berkshire People Pay services. You have sole responsibility to monitor and review your statements and the payments from your Account and to immediately report any suspected fraud or unauthorized access to your Account or Account information.

### **eGift Card Terms and Conditions**

Each eGift Card purchase is final, and neither People Pay nor its providers have any responsibility or liability for any eGift Card following issuance of such eGift Card to the recipient. People Pay may cancel and refund the amount of any eGift Card to you at any time prior to issuance, but no refunds by People Pay or returns to People Pay by you or the recipient are permitted. eGift Cards are subject to the Issuer's Gift Card Terms & Conditions. Any issues, claims or complaints regarding eGift Cards must be resolved with the Issuer, and you waive and release People Pay and its providers from and against any and all claims, loss, or damage arising from any use of or inability to use any eGift Card.

When you confirm this eGift Card purchase, an email/text message will be sent to your designated recipient at the email address/mobile number you specified. This notification will inform the recipient that you have purchased an eGift Card for him/her from the Issuer you selected. The recipient will be directed to a link to redeem the eGift Card and receive a code that he/she may use to make purchases. Some eGift Card codes may be used to make purchases at physical retail locations of the Issuer, while others may be used for online purchases only. This is subject to the Issuer's terms and conditions. You may not cancel a purchase after you have clicked "Confirm" even though the recipient has not redeemed the eGift Card.

### **In case of Errors or Questions about your Electronic Transfers or Payments**

Notify us as soon as you can via one of the following:

Call us at **1-800-773-5601** during our business hours Monday through Friday 8:00 AM–5:30 PM EST, Saturday 8:30 AM–1:00 PM EST, write us at

**BERKSHIRE BANK  
ATTN: Electronic Banking  
P.O. BOX 1308  
PITTSFIELD, MA 01202-1308**

or e-mail us at [websupport@berkshirebank.com](mailto:websupport@berkshirebank.com)

If you think that your statement is wrong or you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared.

1. Provide us with your name and Account number;
2. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within 10 business days.

### **Fees**

Any applicable fees for use of the Berkshire People Pay services are reflected within this document under the Berkshire People Pay Options and Limitations section and are also disclosed to you at the time you utilize the Berkshire People Pay service. We reserve the right to modify the terms of this disclosure and the applicable fees and service charges at any time, effective upon 30 days' notice to you as described in the Internet Banking and Bill Pay Agreement and Disclosure. **CARRIER CHARGES MAY APPLY FROM YOUR MOBILE DEVICE OR INTERNET PROVIDER, WHICH ARE SOLELY YOUR RESPONSIBILITY.**

You will be responsible for any other fees, including, but not limited to overdraft fees, which may be incurred in connection with the Berkshire People Pay services for insufficient funds or Bank holds on your Account.

Transfers from a money market Account to another Account or to third parties by preauthorized, automatic, online banking, telephone transfer, check, draft, or similar order to third parties are limited to six per monthly statement period. A fee will be charged if this limit is exceeded. Please refer to the Bank's Common Features Fee Schedule for applicable fees.

### **Third Party Fees**

You understand and acknowledge that the use of the PayPal™ service may result in a payment fee being applied to any transferred fund payments by PayPal™. Such fees are governed by any agreements and disclosures provided by PayPal™. Berkshire Bank is not liable or responsible for any such transaction fee or any fees incurred by the Recipient or any other third-party in the Payment.

### **Liability**

You specifically acknowledge and agree to be bound by all terms of the Berkshire People Pay Agreement. Additionally, you agree that Berkshire Bank shall not be liable in the event that a payment is transmitted in accordance with your instructions, but is not received by the intended individual recipient, if you failed to provide complete and accurate instructions for the payment. Where we are found liable, our liability is strictly limited to the amount any late fee assessed and caused by a delayed payment not sent in accordance with your instructions. We may suspend, reject, delay, cancel, or refuse to send any payment for any reason and we shall have no liability to you or any third party for any such suspended, rejected, delayed, cancelled, or refused bill payment, where Berkshire Bank acts in good faith. You will be responsible for (i) protecting your information, passwords, logon information, and other security with Berkshire Bank and with any third parties; (ii) periodically updating and providing accurate and current personal information; (iii) properly and accurately providing recipient information; and (iv) fulfilling all other obligations under this Berkshire People Pay Agreement. Under no circumstances will Berkshire Bank, its affiliates, subsidiaries, officers, employees, or representatives be liable to you or any third parties for any delayed, late, or cancelled payments, fees, expenses, or costs due to insufficient funds in your Account, inaccurate information provided by you or your representatives, services not properly activated, Accounts with restricted funds or instructions, inactive Accounts, or Accounts not in good standing with the Bank. Berkshire Bank, its affiliates, subsidiaries, officers, employees, or representatives shall not be liable to you or any third parties for any liabilities, damages, fees, expenses, penalties, or costs arising out of your negligence or your failure to monitor your Account and schedule payments properly and accordingly, or for any special, consequential, indirect, incidental, or punitive damages arising from or out of this Berkshire People Pay Agreement.

### **Termination**

Access to Berkshire People Pay service may be suspended or terminated by the Bank at any time. You may terminate your use of Berkshire People Pay services by contacting us through Online Banking. If you have scheduled payments pending, you are responsible for any payments sent as stated in this Berkshire People Pay Agreement. We shall have no liability for any failed, terminated, or cancelled payments following termination of the Berkshire People Pay services from you. Berkshire Bank may terminate your use of the Berkshire People Pay service, in whole or in part, at any time with or without prior notice to you for any reason and we shall have no liability whatsoever for any failed, terminated, or cancelled payments due to such termination. Your access to the Berkshire People Pay service will terminate automatically if your Account is closed for any reason or if access to funds in your Account are restricted for any reason. We reserve the right to terminate your access to the Berkshire People Pay services if

you don't use the service during any six (6) month period. Termination will not affect your liability or obligations under this Berkshire People Pay Agreement for transactions processed by us on your behalf and through any termination or any transfer of Accounts.

**Rules and Regulations**

This product is governed in addition to this Agreement by all rules and regulations associated with your checking Account, the Online Banking and Bill Payment Agreement and Disclosure, and the Electronic Funds Transfer Act.

**Contact Information**

BERKSHIRE BANK  
ATTN: ELECTRONIC BANKING  
P.O. BOX 1308  
PITTSFIELD, MASSACHUSETTS 01202-1308  
Business Days: Monday through Friday 8:00 A.M. - 5:30 P.M. EST  
Saturday 8:30 A.M. - 1:00 P.M. EST  
Excluding Federal Holidays  
Phone: 1-800-773-5601

*REV. 4.8.16*